

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 55	
2. CONTRACT NUMBER DE-AR0000154		3. SOLICITATION NUMBER DE-SOI-0003228	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/21/2011	6. REQUISITION/PURCHASE NUMBER 12AR000113
7. ISSUED BY Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585		CODE 00112	8. ADDRESS OFFER TO (if other than item 7) U.S. Department of Energy HQ Office of Procurement Services 1000 Independence Avenue, S.W. Washington, DC 20585		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 1600 ET local time 2/06/2012
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Melissa K. Pine	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Melissa.Pine@hq.doe.gov
		AREA CODE 202	NUMBER 287-1322	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.232-5)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	000001	1/26/12		
	000002	1/30/12		

15A. NAME AND ADDRESS OF OFFEROR Booz Allen Hamilton Inc 8283 Greensboro Drive McLean, VA 22102	CODE 17038	FACILITY	15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE 202	NUMBER 346-9470	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE [Signature]	18. OFFER DATE 02/03/2012
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED N/A	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Contract
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMP. <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Contract [] ITEM	
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY See Contract CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) John T. Harris	27. UNITED STATES OF AMERICA [Signature of Contracting Officer]	28. AWARD DATE 5/25/12

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-87)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SOL-0003228

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Scientific, Engineering, Technical, Professional, Financial, and Administrative support services to assist ARPA-E in its mission to enhance U.S. energy and economic security and maintain U.S. technological leadership in developing and deploying advanced energy technologies. Delivery Location Code: 00112 Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585 US</p> <p>Mark For: Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585</p> <p>FOB: Destination Period of Performance: 05/01/2012 to 05/31/2017</p> <p>The purpose of this requisition is to issue the formal Request for Proposals for the recompete of the support serviecs contract for ARPA-E.</p>				

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Section B - Supplies or Services/Prices

B.1 Contract Types and Services Being Acquired

This is a Cost Plus Fixed Fee (CPFF) arrangement for the full 60 month contract performance (See Contract Line Item Number 002 below). The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work described below for the term specified in Part I, Section F.

The Contractor shall select, retain, and/or replace their personnel if/when necessary and ensure necessary coverage for all tasks. The Contractor must provide qualified personnel within thirty (30) calendar days from a government request. The Contractor is responsible for providing all tasks, to include the provision of temporary coverage when/if a permanent Contractor personnel replacement cannot be secured within thirty (30) calendar days.

Contract Line Item Number 001 – ~~NOT PROPOSED~~

Contract Line Item Number 002 – Full Contract Performance (60 months). The Contractor shall provide Scientific, Engineering, Technical, Professional, Financial, and Administrative Support Services for the Advanced Research Project Agency-Energy (ARPA-E), as identified in Section C and at Section J, Attachments A and B. Full contract performance shall be performed on a cost-plus-fixed-fee basis. Work shall be ordered by task assignments issued by the Contracting Officer. All cost reimbursement clauses in this contract apply to the full contract performance (60 months).

Contract Line Item Number 003 – Deliverables as identified in Sections B and C are for the full 60 month contract performance.

B.2 DOE-B-1001 Deliverable Requirements – Firm Fixed Price for Transition Period (30 days) - DELETED

B.3 Transition Period –

B.4 DOE-B-1002 Deliverable Requirements-Cost Plus Fixed Fee for Full Contract Performance (60 months)

Contract Line Item Number	Item Description	Quantity (Years)	Item Target Hours	Item Fixed Fee	Item Estimated Cost & Fixed Fee
002	Scientific, Engineering,	5	674,920		

Contract Line Item Number	Item Description	Quantity (Years)	Item Target Hours	Item Fixed Fee	Item Estimated Cost & Fixed Fee
	Technical, Professional, Financial, and Administrative Support Services		[+ or – 10%]		
003	Deliverables as identified below and as stated in the contract and task assignments	5	N/A	NSP*	NSP*

*Denotes Not Separately Priced.

The Contractor shall provide the following deliverables:

Deliverables	Frequency and Special Instructions (see below)	Reference	Send via Email To:
Individual Non-Disclosure Agreements	Due prior to commencement of work	See Section H.3 and Attachment D	COR and CO
An Organizational Conflict of Interest Management Plan	Within 120 days after the effective date of the contract	See Section H.8	COR and CO
Task Assignment Progress Reports	Monthly due by the 10 th of each month	See Section C.3	COR, Technical Monitor, and CO
Ad Hoc Reports	As specified in the Task Assignment	As specified in the Task Assignment	As specified in the Task Assignment
Invoice Report	Monthly due by the 10 th of each month	See Section G.2	COR
Reporting Executive Compensation and First-Tier Subcontract Awards	As stated in Section I.13	See Section I.13	As stated in Section I.13
Individual Subcontracting Report and/or the Summary Subcontracting Report	As stated in Section I.30	See Section I.30	As stated in Section I.30
<i>When DOE is the Cognizant Federal Agency (CFA):</i>		See Section B.7	COR, COR, and DOE IRCO

-A complete contract listing of contracts with Federal agencies and a Final Indirect Rate Proposal	Annually, no later than 90 days after close of the fiscal year		
-A Billing Rate Proposal for the ensuing fiscal year	Annually, no later than 30 days after the close of the fiscal year		
<i>When DOE is not the CFA:</i>		See Section B.7	COR, COR, and DOE IRCO
-A copy of the Final Indirect Rate Proposal	Annually, no later than 90 days after close of the fiscal year		
-A copy of the Billing Rate Proposal for the ensuing fiscal year	No later than 30 days after close of fiscal year		
-Copies of all rates established by the CFA and any correspondence related to indirect rates	No later than 5 days after recipient		

Special Instructions:

The Contractor shall perform the services specified in the Task Assignments and deliver monthly task assignment progress reports. The progress reports shall be in narrative form, brief, and informal in content. This brief narrative shall contain the following:

1. For first report only; the date work actually started.
2. Description of progress during the reporting period, supported by reasons for any change in approach reported previously
3. Planned activities and milestones for the next reporting period.
4. Description of any major items of equipment purchased during the reporting period.
5. Notification of any changes in key personnel associated with the contract during the reporting period.
6. Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
7. Summary of all problems or areas of concern.

8. Related accomplishments since last report.
9. Fiscal status, to include reporting of summary level financial data by task in the following Microsoft Excel Workbook format (this workbook must contain at least three worksheets):
 1. The first worksheet must be labeled as the monthly task assignment progress report and list the: (1) contract number; (2) task assignment number; (3) Contractor name and address; (4) reporting period; (5) period of performance; (6) contract line item number by task; (7) funding received by task assignment; (8) expenditures to date by task assignment; and, (9) funding remaining on the task assignment. Followed by listing the ARPA-E Site Labor and Contractor Site Labor per task per contract labor category for the current month hours and costs and Contractor to date hours and costs by task, including subcontractors, consultants, travel and Other Direct Costs by task, the Contractor's estimate of percentage of technical completion and percentage of dollars spent against the approved task plan. A delta of more than 10 percent must be explained.
 2. The second worksheet must present this information in a graph format.
 3. The third worksheet must be labeled Role Team Update and list the: (1) Employee Name (*including employee names for subcontractors and consultants, if applicable*); (2) Site Location; (3) Contract Labor Category; (4) Calendar To Date Hours Per Employee; (5) Calendar To Date Costs Per Employee; (6) Current Hours Per Employee; (7) Current Cost Per Employee; (8) Identify the Title of their Role Per Employee; (9) Identify the name of the ARPA-E Team or Surge Activity the Employee is Supporting; and (10) Projected Percentage of Support (100% = full time) for the following month Per Employee. Additionally, the Contractor is required to summarize this information in a table format.
10. For each subcontractor/consultant, include the date of the latest subcontractor/consultant invoice and the period it covered.

Have you included in the report narrative any explanation of the above data and are they cross-referenced? YES/NO

Additionally, the Contractor shall conform to all reporting requirements in the contract.

For Draft Deliverables, the Government has 5 days to return comments. The Contractor will incorporate comments within 5 working days.

For Final Deliverables, the Government shall either accept or reject Deliverables within 5 working days of Deliverable submission. In the event of rejection, the Government shall notify the contractor in writing of the reasons for such rejection. Absence of notification shall be construed as acceptance.

Acceptance will be in accordance with the criteria defined in the PWS.

B.5 Limitation of Funds

Pursuant to the clause entitled "Limitation of Funds," total funds in the amount of \$7,000,000 under contract line item number 002 have been allotted for obligation and are available for payment of allowable costs and fixed fee to be incurred for full contract performance for 60 months through the period estimated to end May 31, 2017.

B.6 Limitation of Indirect Costs

(a) Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Base of Application	Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (See Note 1)				
		FY [1] Contract Year 1	FY [2] Contract Year 2	FY [3] Contract Year 3	FY [4] Contract Year 4	FY [5] Contract Year 5
Overhead						

Note (1) For Contractor's FY beginning and ending

(b) The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor's indirect costs.

B.7 Annual Indirect Rate Submissions

(a) Introduction

(1) Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow a

Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

- (2) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.
- (3) A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.
- (4) FAR 42.703-1(a) stipulates that "A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute." This single Government agency is referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.
- (5) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and both FAR Subpart 42.7 and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."
- (6) Sections (b) and (c) or (d) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(b) Requirements whether or not DOE is the CFA

- (1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, "Cost Accounting Standards," FAR Part 31 and DEAR 931, "Contract Cost Principles and Procedures," in effect as of the date of this contract.
- (2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Contracting Officer (IRCO). These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the DOE IRCO.
- (3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the DOE IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.
- (4) All Indirect Rate agreements and correspondence shall be submitted to:

U.S. Department of Energy
Headquarters Procurement Services
Indirect Rate Contracting Officer, MA-64.1
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

(c) Requirements when DOE is the CFA

- (1) No later than 90 days after the close of its fiscal year, the Contractor shall identify to the DOE IRCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:

Name of Federal Agency
Contract Number
Contract Value (total and by fiscal year)
Period of performance
Type of contract (CPFF, FFP, etc.)

- (2) In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than 90 days after the close of its fiscal year, shall submit to the DOE IRCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.
- (3) The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.
- (4) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRCO. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the cognizant DOE IRCO (see FAR 42.704).
- (5) The Contractor shall provide to the DOE IRCO annually, no later than 30 days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.
- (6) If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

(d) Requirements when DOE is not the CFA

- (1) When another Federal Agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation, submitted to the CFA. These submittals to DOE shall be within the time periods established within paragraphs (c)(2) and (c)(5) of this clause unless a written request for an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could

ultimately result in suspension of payments for the indirect expense portion of vouchers.

- (2) The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE IRCO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE IRCO before any rates contained therein can be used by the Contractor for cost reimbursement.
- (3) The Contractor shall identify, if known, the Cognizant Federal Agency (CFA) responsible for the establishment of indirect rates, factors, and Facilities Capital Cost of Money Rates.

Section C - Description/Specifications

C.1 DOE-C-1001 Scope Of Work

The Contractor shall perform full contract performance for 60 months, pursuant to: The Performance Work Statement (PWS), Attachment A, listed in Section J.

C.2 Estimated Level Of Effort

The Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH) for full contract performance for 60 months:

PERIOD	DPLH
Years 1-5	674,920 [+ or – 10%]

“Direct Productive Labor Hours” are those productive labor hours expended by Contractor personnel in performing work under this contract that are charged as direct labor under the Contractor’s established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

Once the maximum number of direct productive labor hours [+ or – 10%] is reached or the contract term has ended, the Contractor’s obligation under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct productive labor hours [+ or – 10%] specified above in this clause. Any estimated cost and fee(s) adjustments for additional direct labor hours shall be based solely upon those hours being added to the maximum number of direct productive labor hours [+ or – 10%] specified in this clause.

The fee, if any, is based upon the furnishing of at least the specified minimum number of direct productive labor hours, including subcontract hours [+ or – 10%]. If the Contractor provided less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct productive labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining

the amount of downward adjustment in fee.

C.3 Task Assignment Procedure

- (a) Only the Contracting Officer may issue task assignments to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task assignments and task assignment modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task assignment, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives, results, and deliverables desired from the contemplated task assignment.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task assignment to the Contractor containing, as a minimum, the following:
 - (1) Date of the task assignment.
 - (2) Contract number and task assignment number.
 - (3) Functional description of the work identifying the objectives or results desired from the task assignment, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price).
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task assignment.
- (f) If time constraints do not permit issuance of a fully defined task assignment in accordance with the procedures described in paragraphs (a) through (d), a task

assignment which includes a not-to-exceed estimate may be issued for a period of time needed to definitize.

- (g) The Contracting Officer may modify tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task assignment and the Contractor's approved task plan, the task assignment shall prevail.
- (i) Contractor shall submit monthly task assignment progress reports. As a minimum, the reports shall contain the following information:
 - (1) Contract number, task assignment number, and date of the task assignment.
 - (2) Task assignment ceiling price.
 - (3) Cost and hours incurred to date for each issued task assignment.
 - (4) Costs and hours estimated to complete each issued task assignment.
 - (5) Significant issues/problems associated with a task assignment.
 - (6) Percentage of technical work performed.
 - (7) Cost summary of the status of all task assignments issued under the contract.
- (j) Within 10 working days after receiving a task assignment signed by the Contracting Officer that did not result from the submission of task proposals, the Contractor shall provide the Contracting Officer with a task plan consisting of the information described in subparagraph (b)(3).
- (k) After the Contracting Officer issues a signed task assignment to the Contractor, any variance of the + or - 10% from the authorized cost or DPLH requires the contractor to submit a revised task plan promptly to the Contracting Officer with explanatory notes. Revised task plans submitted by the Contractor are subject to the review of the Contracting Officer.

C.4 DOE-C-1007 Reports

Reports shall be prepared and submitted in accordance with the contract and task assignments.

Section D - Packaging and Marking

D.1 HQ-D-1001 Packaging (APR 1984)

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 HQ-D-1002 Marking (APR 1984)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

Section E – Inspection and Acceptance

E.1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

E.2 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

(a) *Definition.* Services, as used in this clause, include services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

E.3 DOE-E-1001 Inspection and Acceptance

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Section F - Deliveries or Performance

F.1 HQ-F-1001 Term of Contract (JAN 1992)

The term of this contract is 60 months after the effective date of this contract.

F.2 DOE-F-1002 Place of Performance - Services

The services specified by this contract shall be performed at the ARPA-E office in Washington, DC. However, at ARPA-E's discretion or for other mission requirements, part time, surge and consultant support may be performed off-site at a proximate location.

F.3 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if –

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer

decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 Notice Regarding Late Delivery

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

Section G – Contract Administration Data

G.1 Billing Instructions – Alternate (Applies to Contract Line Item Number 001) – NOT PROPOSED

G.2 Billing Instructions ((Applies to Contract Line Item Number 002)

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
- (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
- (v) The total fee billed, retainage amount, and available fee must be shown.
- (vi) When task assignments are issued under this contract, the Contractor

must prepare a Statement of Cost for each task assignment and a summary for the total invoiced cost.

(2) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.3 DOE-G-1005 Observance of Legal Holidays (Applies to Contract Line Item Number 001)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

The impact of the excused delay may be submitted as a claim for adjustment to the fixed price contract line item number 001 in the contract and delivery schedule as appropriate.

G.4 DOE-G-1005 Observance of Legal Holidays - ALT I (Applies to Contract Line Item Number 002)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by

the Contracting Officer.

(e) When DOE grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be an allowable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

G.5 Contracting Officer's Representative and Technical Monitor

The Contracting Officer's Representative for the purposes of monitoring and coordinating the technical requirements of this contract is Antony Digiovovanni

Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract. A copy of the delegation is included as Attachment C of this contract.

The Technical Monitor for this contract is Shane Kosinski. The Technical Monitor is responsible for assisting the COR and Contracting Officer in monitoring performance issues.

G.6 Contractor's Lead Program Manager

(a) The Contractor shall designate a Lead Program Manager who will be a key personnel as set forth in Section J, Attachment B, to this contract and will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Lead Program Manager shall provide the single point of contact between the Contractor and the COR under this contract.

(b) The Lead Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.7 DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall

be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

G.8 HQ-G-1001 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in Block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Jemal Williams
Telephone Number: 202-287-1020
Jemal.Williams@hq.doe.gov

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical

matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Benjamin Lardizabal, Contracting Officer
ATTN: Corporate Services Office (MA-64.1)
U.S. Department of Energy
Headquarters Procurement Services
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
Benjamin.Lardizabal@hq.doe.gov

(e) Technical Reports. Procedures for technical reports are described as specified in the contract and task assignments.

Section H - Special Contract Requirements

H.1 DOE-H-1001 Ombudsman

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and post award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Richard Leotta, Department of Energy, Office of Headquarters Procurement Services (MA-64), 1000 Independence, Ave., S.W., Washington, DC, telephone number (202) 287-1422, facsimile number, (202) 287-1345, and email address: Richard.Leotta@hq.doe.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the Contracting Activity may be referred to the DOE ombudsman, Beth Tomasoni. Do not contact the ombudsman to request copies of the contract, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

H.2 DOE-H-1009 Position Qualifications

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" attachment set forth in, Section J, Attachment B, to this contract, except as the Contracting Officer may otherwise authorize.

H.3 Non-Disclosure of Sensitive, Proprietary or Procurement/Source Selection Information and Organizational and Personnel Conflict of Interest Restrictions Imposed by ARPA-E

(a) The Contractor acknowledges that during the performance of this Contract, it may receive or otherwise have access to Government and/or commercial proprietary data, trade secrets, procurement sensitive information and/or other commercially protected/proprietary information provided by public or private entities or by other Contractors. The Contractor agrees that use of such information will be limited to performance of work under this Contract. The Contractor further agrees it will take all

necessary steps to prevent disclosure of such information to any party outside the Government or to any other Government support Contractor who is not authorized to access or use the information or who has not signed a non-disclosure agreement.

Instruction of Employees (including subcontractors/consultants): The Contractor agrees to instruct all of its employees, subcontractors/consultants having access to Government and/or commercial proprietary data, trade secrets, procurement/source selection sensitive information and/or other commercially protected/proprietary information about both the nature of the information and the circumstances under which the Contractor has possession of or access to it.

Individual Non-Disclosure Agreements: Prior to the commencement of any work under this Contract, the Contractor shall require its personnel, subcontractors/consultants to sign the Section J, Attachment D - Non-Disclosure Agreement and shall forward the signed agreements to the Contracting Officer and Contracting Officer Representative.

(b) The Contractor hereby agrees to the organizational and personnel conflict of interest restrictions imposed by ARPA-E for this contract. Among the restrictions will be a prohibition against the Contractor -- including its parent, affiliates, subsidiaries, successors in interest, and subcontractors -- from participating (in any capacity) in any ARPA-E procurements or financial assistance programs or projects, other than as support to ARPA-E.

H.4 Environmental-Friendly and Energy-Efficient Conservation of Utilities

The Contractor shall be required to conduct its support activities in an environmentally-friendly and energy-efficient manner. ARPA-E intends to implement a host of energy-saving technologies in its new office suite located at 950 L'Enfant Plaza, Washington, DC, and it will require cooperation by Contractor personnel to achieve the desired energy savings.

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is necessary for purpose of safety and security.

The Contractor shall turn off equipment (e.g., computers, printers) when not in use and lights shall be turned off when offices are not occupied, etc.

H.5 DOE-H-1024 Alternative Dispute Resolution (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.6 Contractor Interface with Other Contractors and/or Government Employees

The Government may award contracts for onsite/offsite work or services to additional contractors. The Contractor shall cooperate fully with all other on site/offsite DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.7 Government Furnished Property and Data - None

The Government is not obligated to furnish any real or personal property or data under this contract. See Clause H.16, Government Property for On-Site Use by Contractor.

H.8 DOE-H-1030 Organizational Conflict of Interest Management Plan

Within 120 days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest and shall be periodically updated as required during the term of the contract. The Plan shall consist of the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and the entities named in the Special Contract clause, entitled Performing Entity, and their related entities.
- (b) The procedures the Contractor will utilize to avoid, identify, mitigate and terminate conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the OCI Management Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all DOE required representations and certifications and factual analyses are timely submitted to the Contracting Officer for approval.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed, collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information, and physical safeguards, if necessary.
- (g) The procedures for OCI training and self-education of employees, as well as the frequency of recertification.
- (h) The enforceable disciplinary mechanisms to be used by the Contractor.

(Note: This Plan is separate from the requirements under Technology Transfer.)

H.9 DOE-H-1031 Contractor Press Releases

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.10 Lobbying Restriction (Full-Year Continuing Appropriations Act, 2011)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.11 DOE-H-10048 Sustainable Acquisition under DOE Service Contracts May 2011

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Alternative Fueled Vehicles and Alternative Fuels
- Biobased Content Products (USDA Designated Products)
- Energy Efficient Products
- Non-Ozone Depleting Alternative Products
- Recycled Content Products (EPA Designated Products)
- Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

- Recycled Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products and
- FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products at

<http://www.epa.gov/ozone/strathome.html>

-Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.12 DOE-H-1051 Consecutive Numbering (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.13 HQ-H-1001 Confidentiality of Information (APR 1984)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(f) This clause shall flow down to all subcontracts.

H.14 HQ-H-1002 Technical Direction (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that-

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.15 HQ-H-1003 Modification Authority (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

(a) Accept nonconforming work,

(b) Waive any requirement of this contract, or

(c) Modify any term or condition of this contract.

H.16 Government Property for On-Site Use by Contractor

(a) The Government will provide to the Contractor certain property to be used on-site

on a no-cost-for-use basis, as necessary for the technical performance of the contract. Said property may include, but not be limited to, on-site office and work area space, office furniture, local area network (LAN) related support (to include LAN hookup; services and software available on the LAN; and server), office operating supplies, and associated items. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the COR of any repairs needed, damages or losses incurred, replacement required, etc. In no event shall any item of property, other than office operating supplies, be relocated or disposed of without the expressed authorization of the Contracting Officer, or designee.

(b) The Contractor will use this property for official use only, in performance of the required services specified in the PWS.

(c) The Government furnished space includes office furnishings (desks, chairs, book cases, file cabinets, etc.) that are presently in the offices in an "as-is" condition, as well as utilities, telephones and telephone service, and janitorial services unless otherwise noted in this contract.

(d) The Government shall also provide Personal Computers (other communication devices, including Blackberries) and connection to the ARPA-E Local Area Network computer system for each on-site employee and for operational needs.

H.17 On-Site Contractor Performance

The Contractor shall maintain satisfactory standards of employee conduct as reflected in its Personnel Policies and Procedures Manual. Each contract employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Contractor employees must be polite and courteous at all times when dealing with DOE employees, guests, and visitors. To avoid any confusion or miscommunication, the Contractor's personnel shall clearly identify themselves as employees of the Contractor, providing support to ARPA-E.

The Contractor shall perform work in accordance with ARPA-E's operational security requirements: not admitting foreign nationals into ARPA-E's offices without required pre-clearance, locking computers when not in use, securing documents in locked drawers or cabinets, maintaining secure possession of any Government issued equipment (e.g. Blackberries) and ARPA-E documents while on travel or otherwise out of the office.

The Contractor personnel shall comply with applicable security requirements with respect to any visitors, including but not limited to foreign nationals, and assignees (e.g., foreign nationals on temporary or long-term duty at ARPA-E).

H.18 Contractor Quality Assurance Plan

The Quality Assurance Plan is hereby incorporated into the contract as identified at Section J, Attachment E.

H.19 Subcontracting Plan

The Contractor's Subcontracting Plan, May 27, 2012, is hereby incorporated into this contract as identified at Section J, Attachment F.

H.20 Subcontracts

(a) Prior to the placement of subcontracts requires consent of the Contracting Officer in accordance with the clause entitled, FAR 52.244-2, Subcontracts (Oct 2010) – Alternate I (June 2007) at Section I of the contract. The Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow down applicability of the clauses entitled, FAR 52.219-8, Utilization of Small Business Concerns (Jan 2011) and FAR 52.219-9, Small Business Subcontracting Plan (Jan 2011) – Alternate II (Oct 2001), as identified at Section I of the contract;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Offeror clause are received); and

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with DEAR 952.209-72, Organizational Conflict of Interest. No work shall be performed by the subcontractor until the Contractor has

cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.21 Consultants

(a) Prior to the placement for consultants requires consent of the Contracting Officer.

(b) The Contractor is authorized to use the following consultants that were evaluated during negotiations to the extent indicated below:

Name	No. of Hours	Rate	Total Amount
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(c) For each consultant proposed after award, the following information shall be provided:

1. Resume
2. Details of what cost elements are included in the rate, and what costs, if any, will be charged in addition to the rate.
3. Copies of three (3) invoices submitted to other clients which support the proposed rate with confirmation of payment. In the event that it is impossible to provide this information, then provide the consultant's employment history for the previous three (3) years, including salary and rate history, covering only those times when the consultant worked 20 or more days.
4. A copy of the signed consulting agreement between the contractor and the consultant.
5. A signed statement from the consultant that the proposed rate is a "Most Favored Customer Rate", or the reason it was not offered.
6. A rate comparison from the contractor which indicates that the rate proposed is comparable to the rates other consultants receive for performing similar types of work. The contractor shall provide the names and phone numbers of the other consultants used in the comparison.
7. A technical evaluation on the need to employ the consultant.

(d) The Contractor is authorized to use the following consultants proposed after award to the extent indicated below:

Name	No. of Hours	Rate	Total Amount
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(e) Approval must be obtained from the Contracting Officer to increase the use of consultants from the level estimated in subparagraph (b) and (d).

H.22 Uncompensated Overtime

(This clause is applicable to any contract awarded in which the Contractor or subcontractor(s) uses direct labor hourly rates based on the use of uncompensated overtime for any Fair Labor Standards Act (FLSA) exempt salaried employees.)

1. Definitions.

Uncompensated Overtime: The hours worked in excess of the standard 40 hour work week by employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation.

Uncompensated Overtime Rate: The hourly rate for FLSA exempt salaried employees who work uncompensated overtime hours.

2. The Contractor proposed direct labor hourly rates based upon the use of uncompensated overtime. This contract has been evaluated and awarded based on direct labor hourly rates derived from uncompensated overtime. The use of uncompensated overtime requires the development of uncompensated overtime rates and allocation of labor cost based on these rates during an accounting period.

The use of uncompensated overtime is at the Contractor's discretion and is not required by the DOE. The cost allocated to this contract and other cost objectives must be in accordance with the Contractor's uncompensated overtime method and accounting system in place when this contract was awarded.

The Contractor agrees that their current accounting system and the method of accounting for uncompensated overtime hours and rates shall not be changed without prior written notification and justification to the Contracting Officer. The notification and justification must include an estimate of the cost impact to the Government for these changes to the current uncompensated overtime system.

The Contractor also agrees that this clause will be included in any subcontract(s) awarded under this contract based on the use of uncompensated overtime.

H.23 Authorized Changes Only by the Contracting Officer

(a) Except as specified in paragraph (b) below, no task assignment, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is

pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.24 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, utilize video conferencing capability to the maximum extent possible, and substantial deviations from the amount of travel agreed to during contract performance or in the contractor task plans shall not be made without the authorization of the designated contract representative. All travel must be performed using the most cost efficient method and should be environmental-friendly. (See Clause I.92, 952.251-70 Contractor Employee Travel Discounts (Aug 2009))

The Contractor shall notify the COR, Technical Monitor, or ARPA-E Program Director of proposed travel of an employee at least 7 days prior to travel.

(c) Approval of the COR or designated Government representative (if delegated) shall be obtained in advance for attendance by personnel at seminars, and other meetings, if not related to direct contract performance.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least **30** days in advance of traveler's anticipated departure date, and shall include traveler's itinerary.

Section I – Contract Clauses

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses):

Federal Acquisition Regulation (Clauses starting with 52)

<https://www.acquisition.gov/far/>

Department of Energy Regulations (Clauses starting with 952)

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

- I.2 52.202-1 Definitions. (JUL 2004)**
- I.3 52.203-3 Gratuities. (APR 1984)**
- I.4 52.203-5 Covenant Against Contingent Fees. (APR 1984)**
- I.5 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- I.6 52.203-7 Anti-Kickback Procedures. (OCT 2010)**
- I.7 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**
- I.8 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**
- I.9 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**
- I.10 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**
- I.11 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)**

- I.12 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)
 - I.13 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)
 - I.14 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
 - I.15 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (May 2011)
 - I.16 52.215-2 Audit and Records - Negotiation. (OCT 2010)
 - I.17 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
 - I.18 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)
 - I.19 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)
 - I.20 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)
 - I.21 52.215-16 Facilities Capital Cost of Money. (JUN 2003) (as applicable)
 - I.22 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997) (as applicable)
 - I.23 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
 - I.24 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort. (Oct 2009)
 - I.25 52.215-23 Limitations on Pass-Through Charges. (OCT 2009)
 - I.26 52.216-7 Allowable Cost and Payment. (JUN 2011)
- (3) The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
- I.27 52.216-8 Fixed Fee. (JUN 2011)
 - I.28 52.217-8 Option to Extend Services. (NOV 1999)

The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days in advance of the effective date of the option.

- I.29 52.219-8 Utilization of Small Business Concerns. (JAN 2011)
- I.30 52.219-9 Small Business Subcontracting Plan. (JAN 2011) - Alternate II (OCT 2001)
- I.31 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)
- I.32 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- I.33 52.222-2 Payment for Overtime Premiums. (JUL 1990)
 - (a) The use of overtime is authorized under this contract if the overtime premium does not exceed [no overtime is planned under this contract] or the overtime premium is paid for work –
- I.34 52.222-3 Convict Labor. (JUN 2003)
- I.35 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)
- I.36 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- I.37 52.222-26 Equal Opportunity. (MAR 2007)
- I.38 52.222-35 Equal Opportunity for Veterans. (SEP 2010)
- I.39 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
- I.40 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
- I.41 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
- I.42 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- I.43 52.222-54 Employment Eligibility Verification. (JAN 2009)
- I.44 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)
- I.45 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- I.46 52.223-6 Drug-Free Workplace. (MAY 2001)

- I.47 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)
 - I.48 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
 - I.49 52.224-1 Privacy Act Notification. (APR 1984)
 - I.50 52.224-2 Privacy Act. (APR 1984)
 - I.51 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
 - I.52 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
 - I.53 52.227-14 Rights in Data--General. (DEC 2007)
 - I.54 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)
- *All information contained in Booz Allen Hamilton's Proposal is marked proprietary.
- I.55 52.230-2 Cost Accounting Standards. (OCT 2010)
 - I.56 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (OCT 2008)
 - I.57 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)
 - I.58 52.232-9 Limitation on Withholding of Payments. (APR 1984)
 - I.59 52.232-17 Interest. (OCT 2010)
 - I.60 52.232-22 Limitation of Funds. (APR 1984)
 - I.61 52.232-23 Assignment of Claims. (JAN 1986)
 - I.62 52.232-25 Prompt payment. (OCT 2008)
 - I.63 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
 - I.64 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)
 - I.65 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

- I.66 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- I.67 52.237-3 Continuity of Services. (JAN 1991)
- I.68 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)
- I.69 52.242-3 Penalties for Unallowable Costs. (MAY 2001)
- I.70 52.242-4 Certification of Final Indirect Costs. (JAN 1997)
- I.71 52.242-13 Bankruptcy. (JUL 1995)
- I.72 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
- I.73 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
- I.74 52.244-2 Subcontracts. (OCT 2010) - Alternate I (JUN 2007)

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Note: Consent is required for all consultants for advisory and assistance type services in accordance with Clause H.21, Consultants.

- I.75 52.244-5 Competition in Subcontracting. (DEC 1996)
- I.76 52.244-6 Subcontracts for Commercial Items. (DEC 2010)
- I.77 52.245-1 Government Property. (AUG 2010)
- I.78 52.245-9 Use and Charges. (AUG 2010)
- I.79 52.246-25 Limitation of Liability - Services. (FEB 1997)
- I.80 52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)
- I.81 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

- I.82 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
- I.83 52.249-14 Excusable Delays. (APR 1984)
- I.84 52.251-1 Government Supply Sources. (AUG 2010)
- I.85 52.253-1 Computer Generated Forms. (JAN 1991)
- I.86 952.202-1 Definitions.
- I.87 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)
- I.88 952.204-75 Public Affairs. (DEC 2000)
- I.89 952.208-70 Printing. (APR 1984)

I.90 952.209-72 Organizational conflicts of interest. (AUG 2009)

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two years unless authorized in writing at the discretion of the Contracting Officer after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

I.91 952.215-70 Key Personnel. (DEC 2000)

Lead Program Manager

Program Manager – Scientific, Engineering, and Technical Services

Program Manager – Financial, Professional, and Administrative Services

I.92 952.251-70 Contractor employee travel discounts. (AUG 2009)

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT BELOW:

I.93 52.204-7 Central Contractor Registration (APR 2008)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this contract.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this contract.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.94 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Section J - List of Attachments

Part I - List of Attachments (Contract)	Date
Attachment A Performance Work Statement (PWS)	12/21/11
Attachment B Position Descriptions and Qualifications	12/21/11
Attachment C COR Delegation Memorandum	05/25/12
Attachment D Non-Disclosure Agreement	12/21/11
Attachment E Contractor's Quality Assurance Plan	02/06/12
Attachment F Subcontracting Plan	02/03/12

**PERFORMANCE WORK STATEMENT (PWS)
SCIENTIFIC, ENGINEERING, TECHNICAL, PROFESSIONAL, FINANCIAL, AND
ADMINISTRATIVE SUPPORT SERVICES
FOR THE ADVANCED RESEARCH PROJECT AGENCY-ENERGY (ARPA-E)**

The Advanced Research Project Agency - Energy (ARPA-E) has a requirement for scientific, engineering, technical, professional, financial, and administrative support services to assist ARPA-E in its mission to enhance U.S. energy and economic security and maintain U.S. technological leadership in developing and deploying advanced energy foster research and development of transformational energy-related technologies.

Note: The Contractor performing this requirement will have access to confidential, proprietary, source-selection sensitive, or otherwise restricted information of current ARPA-E award recipients or for new applicants who may be future award recipients for transformational energy technologies. As a result, ARPA-E will impose organizational and personnel conflict of interest restrictions on the Contractor. Among the restrictions will be a prohibition against the Contractor -- including its parent, affiliates, subsidiaries, successors in interest, and subcontractors -- from participating (in any capacity) in any ARPA-E procurements or financial assistance programs or projects, other than as support to ARPA-E.

The following format has been used for this Performance Work Statement (PWS):

- 1.0 Background
- 2.0 Scope and Service Areas
- 3.0 Applicable Documents
- 4.0 Evaluation Categories
- 5.0 Glossary

1.0 BACKGROUND

1.1 General

The Committee on Prospering in the Global Economy of the 21st Century, which first proposed the creation of ARPA-E, envisioned an agency that would “sponsor creative, out-of-the-box, transformational . . . energy research in those areas where industry by itself cannot or will not undertake such sponsorship, where risks and potential payoffs are high, and where success could provide dramatic benefits for the nation.” *Rising Above the Gathering Storm* (2007) at 154.

Congress incorporated this vision into ARPA-E's governing statute:

"The goals of ARPA-E shall be (A) to enhance the economic and energy security of the United States through the development of energy technologies that result in (i) reductions of imports of energy from foreign sources; (ii) reductions of energy-related emissions, including greenhouse gases; and (iii) improvement in the energy efficiency of all economic sectors; and (B) to ensure that the United States maintains a technological lead in developing and deploying advanced energy technologies."

42 U.S.C. § 16538(c).

Secretary Steven Chu has reiterated this vision: "ARPA-E is a crucial part of the new effort by the U.S. to spur the next Industrial Revolution in clean energy technologies, creating thousands of new jobs and helping cut carbon pollution." DoE Press Release (Oct. 26, 2009), <http://www.energy.gov/news/print/8207.htm>.

1.2 Mission and Goals

ARPA-E's mission is to develop transformational technologies that reduce America's dependence on foreign energy imports; reduce U.S. energy related emissions (including greenhouse gasses); improve energy efficiency across all sectors of the U.S. economy and ensure that the U.S. maintains its leadership in developing and deploying advanced energy technologies. Additional information about ARPA-E can be found at: <http://arpa-e.energy.gov/>.

ARPA-E's primary goals are to:

- Enhance U.S. economic security by identifying technologies with the potential to substantially reduce energy imports from foreign sources; cut energy-related greenhouse gas emissions; and improve efficiency across the energy spectrum.
- Ensure the U.S. remains a technological and economic leader in developing and deploying advanced energy technologies.

ARPA-E focuses exclusively on high risk, high payoff concepts - technologies promising genuine transformation in the ways we generate, store and utilize energy. While the DOE invests heavily in conventional energy research, ARPA-E is not intended to augment these efforts. If just a fraction of the projects funded by ARPA-E are successful in reaching the marketplace, the U.S. will benefit greatly by creating new industries and jobs, making energy technologies substantially more cost-saving and profitable, and accelerating the timeframe for achieving energy and climate goals.

2.0 SCOPE AND SERVICE AREAS

2.1 Framework

ARPA-E funds the development of, and provides deployment assistance for, advanced energy technologies. The contractor must have significant experience providing scientific, engineering technical, professional, financial, and administrative support services to Federal agencies or other entities in the following program areas:

- Behavioral and Decision Science: Communication, Psychology, Cognition
- Information Science and Device Engineering: Computations, Controls, Communications, Sensors, Actuators
- Electronic and Structural Materials Science and Device Engineering: Rapid Discovery, Manufacturing, Devices
- Thermal Science and Device and Process Engineering: Heating, Cooling, and Thermal Management Devices and Technologies
- Chemical and Biological Science and Process Engineering: (Bio)Chemical Reactions, Catalysts, Thermodynamics/Kinetics
- Buildings and Appliances (Homes, Buildings, Data Centers)
- Transportation Systems
- Carbon Dioxide Capture and Utilization
- Industrial Power Generation and Use (Cement, Metals, Glass, Paper)
- Stationary Power Systems
- Electricity Transmission and Energy Distribution
- Carbon-Free Heat and Power (Nuclear, Solar, Wind, Hydroelectric, Geothermal)
- Fuels Synthesis
- Water and Agriculture

2.2 Types of Services

The scope of this PWS relates primarily to scientific and technical support services; however, additional services are required, as described below.

Throughout the life of this contract, the contractor shall provide scientific, engineering, and technical support services to ARPA-E, including, but not limited to, the following areas:

- 2.2.1 Strategic Planning for Technology Programs/Activities, including but not limited to the following tasks:
 - Define and interpret high-level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement.
 - Analyze mission, agency goals and objectives, requirements analysis, organizational performance assessment, special studies and analysis, and training,
 - Provide expert technical analysis of the state of the art in different scientific fields and technology areas
 - Provide expert technical analysis of technology development cycles and trends
 - Prepare research studies and reports on different scientific fields, technology areas, and advanced energy technologies
 - Review and analyze academic and technical literature on different scientific fields, technology areas, and advanced energy technologies
 - Identify and communicate with academic and other experts on different scientific fields, technology areas, and advanced energy technologies
 - Organize technical meetings, conferences, and panel discussions on different scientific fields, technology areas, and advanced energy technologies
 - Develop strategic and technical plans for new technology development programs

- 2.2.2 Application Evaluation and Selection Support Services, including but not limited to the following tasks:
 - Draft and develop technical evaluation criteria, funding opportunity announcements, technical evaluation reports and recommendations, and other documents relating to the evaluation and selection of proposals for Research Development and Demonstration (RD&D) projects involving advanced energy technologies
 - Provide expert technical evaluation of advanced energy technologies
 - Review and analyze proposals for RD&D projects involving advanced energy technologies
 - Organize technical meetings, conferences, and panel discussions on different scientific fields, technology areas, and advanced energy technologies

- 2.2.3 Financial Assistance Award Negotiation Support Services, including but not limited to the following tasks:
 - Draft and develop Federal financial assistance award documents and contracting documents for RD&D projects involving advanced energy technologies, including budgets and schedules of technical milestones and deliverables
 - Prepare reports, briefing materials, and publicly releasable summaries on projects and programs
 - Review and analyze technical aspects of budgets submitted by applicants (e.g., salaries of university researchers, cost of specialized equipment)

- 2.2.4 Project Management Support Services, including but not limited to the following tasks:
 - Review and analyze technical aspects of invoices and other financial information submitted by recipients, subrecipients, and contractors (e.g., salaries of university researchers, cost of specialized equipment)
 - Review and analyze technical data and information produced by RD&D projects funded by ARPA-E
 - Monitor and report technical progress on RD&D projects funded by ARPA-E, including the achievement of predetermined technical milestones and deliverables by specific dates
 - Prepare, track, and update financial and budgetary data arising out of or relating to RD&D projects funded by ARPA-E
 - Organize meetings, webinars, and conference calls with recipients, subrecipients, and contractors to discuss their technical progress and other project-related issues
 - Communicate and interact with recipients, subrecipients, and contractors regarding their technical progress and other project-related issues

- 2.2.5 Technology Transfer, Outreach, and Commercialization Support Services, including but not limited to the following tasks:
 - Provide expert technical analysis of commercialization and technology transfer potential and opportunities for advanced energy technologies
 - Provide support for the development of commercialization and technology transfer plans and strategies for advanced energy technologies funded by ARPA-E

- 2.2.6 Other Scientific, Engineering, and Technical Support Services, including but not limited to the following tasks:

- Provide support for ARPA-E procurement, contracting, legal, public relations, and other personnel on technical aspects of projects and programs
- Provide expert assistance in the identification and resolution of technical, budgetary, and other problems arising out of or relating to RD&D projects funded by ARPA-E.
- Provide expert assistance with technical and other audits of projects and programs
- Develop presentations of technical and other project information for Program Director to present to Federal staff and other stakeholders, and stand in for the Program Director as required in making presentations.

In addition, the contractor must have significant experience providing professional, financial, and administrative support services in the following areas:

- 2.2.7 Budget and Invoice Analysis and Accounting Services, including but not limited to the following tasks:
 - Input, update, and track financial and project-related information and documents in DOE systems, including STRIPES, STARS, VIPERS/VIAS, IDW, iPortal, iManage, and iBudget.
 - Review and analyze budgets for proposed RD&D projects.
 - Review and analyze invoices and supporting documentation submitted by recipients, subrecipients, and contractors for compliance with DOE/ARPA-E policies.
 - Review, analyze, and track ARPA-E budget outlays.
 - Assist with preparation of ARPA-E budget-related reports and documents.
- 2.2.8 Information Technology Services, including but not limited to the following tasks:
 - Provide information technology support services for PC and Apple software and hardware.
 - Provide information technology support services for Alfresco Open Source Document Management System that is used to create, track, manage, and store ARPA-E electronic files.
 - Establish, maintain, and operate servers, databases, and other IT services and products for ARPA-E.
- 2.2.9 Microsoft eXCHANGE Internet Portal Support Services. The contractor shall provide information technology support services for Microsoft eXCHANGE Internet portal that is used to accept, track, and evaluate applications to ARPA-E funding opportunities, including but not limited to the following tasks:
 - Maintain the ARPA-E Exchange Portal site.

- Update content on the ARPA-E Exchange Portal site.
 - Ensure compliance with DOE procedures in administering the ARPA-E Exchange Portal site.
 - Create historical reviews of completed programs that will include a hard copy publication in addition to the Exchange Portal site.
 - Establish and operate robust remote access points to Exchange Portal for panel review meetings and other events.
- 2.2.10 ePIC Program Management System Support Services. The contractor shall provide information technology support services for ePIC program management system that is used to track and manage all aspects of ARPA-E projects, including but not limited to the following tasks:
 - Maintain the ARPA-E ePIC program management system.
 - Update content within the ARPA-E ePIC program management system for cost, schedule, risk, technical details, general information, information for the procurement and legal teams.
 - Ensure compliance with DOE procedures in administering the ARPA-E ePIC program management system.
 - Establish and operate the ARPA-E ePIC program management system to maintain web-based access.
 - Update and improve the ARPA-E ePIC program management system with additional functionality, including tying into DOE corporate systems such as STRIPES, STARS, VIPERS/VIAS, IDW, iPortal, iManage, and iBudget.
- 2.2.11 Internet Website Support Services, including but not limited to the following tasks:
 - Design and create ARPA-E Internet website and webpages, per ARPA-E guidance and instructions.
 - Create, maintain, manage, update, and improve Microsoft eXCHANGE Internet portal that is used to accept, track, and evaluate applications to ARPA-E funding opportunities.
 - Maintain the ARPA-E Web site.
 - Update content on the ARPA-E Web site.
 - Ensure compliance with DOE procedures in administering the ARPA-E Web site.
 - Create, update and maintain innovative Web tools to facilitate technical, programmatic and financial support to the ARPA-E program managers.
 - Create historical reviews of completed programs that will include a hard copy publication in addition to the Web site.
- 2.2.12 Public Relations and Marketing Support Services, including but not limited to the following tasks:

- Assist with scheduling of interviews with major print and online publications, television news programs, and other media.
- Draft press releases and other public relations documents.
- Prepare content for online dissemination, including text, photos, and videos.
- Assist with organization of public and media events, including ARPA-E Energy Innovation Summit.
- Design ARPA-E logos, templates, and other symbols and documents for internal use and external dissemination.
-
- 2.2.13 Legislative Relations Support Services, including but not limited to the following tasks:
 - Monitor legislation pertaining to ARPA-E.
 - Assist with drafting of legislative proposals.
 - Assist with drafting of Congressional testimony, responses to Congressional inquiries, and other documents.
 - Assist with scheduling of meetings with legislative leaders and staff, key stakeholders, and other persons.
- 2.2.14 Architectural and Interior Design Services, including but not limited to the following tasks:
 - Prepare architectural and interior office space designs and plans, as requested.
 - Identify and present design options, including furniture, walls, and accoutrements.
 - Prepare cost estimates associated with different designs and plans, as requested.
- 2.2.15 Merit Review Process Support Services. The contractor shall have an understanding of Federal Government and DOE procedures and processes for the source selection evaluation processes. The contractor shall provide support services including but not limited to the following tasks:
 - Handle proposer inquiries, generate response letters, receive and fax responses for proposer information.
 - Collect, analyze and store data in a central tracking system.
 - Distribute proposals to reviewers, collect responses and maintain complete action records.
 - Develop automated tools as required to facilitate management and process responsibilities.
- 2.2.16 Legal Support Services, including but not limited to the following tasks:

- Provide paralegal and other legal support services to ARPA-E Chief Counsel and other legal personnel.
 - Assist with scheduling of meetings with outside counsel and other persons.
- 2.2.17 Headquarters Security Officer Support Services, including but not limited to:
 - Provide HSO Representative(s) to assist ARPA-E HSO with badging and other security-related issues.
 - Maintain secure office environment, including establishment and enforcement of appropriate entry and exit procedures as directed by HSO.
- 2.2.18 National Environmental Policy Act (NEPA) Analysis and Consulting Services, including but not limited to the following tasks:
 - Review and analyze applications and projects under DOE NEPA regulations.
 - Assist with preparation of NEPA determinations and related documents.
- 2.2.19 Technical and Procedural Manual Drafting Services, including but not limited to the following tasks:
 - Draft technical and procedural manuals for ARPA-E, based on input provided by ARPA-E personnel.
- 2.2.20 Business and Market Analysis Services, including but not limited to the following tasks:
 - Conduct business and market analysis studies of different industries, sectors, and technologies.
 - Review and analyze business and market data.
 - Prepare business and market reports on different industries, sectors, and technologies.
 - Assist with development and implementation of business, market, industry, and commercialization strategies and plans for ARPA-E recipients and subrecipients.
- 2.2.21 Mail Processing and Correspondence Services, including but not limited to the following tasks:
 - Draft responses to public and congressional correspondence.
 - Monitor and track incoming and outgoing correspondence.
 - Process emails received into general ARPA-E inboxes and direct to appropriate ARPA-E personnel, according to established ARPA-E policies.

- Monitor, track, and maintain archives of emails received into general ARPA-E inboxes.
- 2.2.22 Event and Conference Planning Services, including but not limited to the following tasks
 - Assist with planning and execution of public and media events, including ARPA-E Energy Innovation Summit, at various sites in the United States.
 - Liaison with nonprofit organizations and other entities for events and conferences sponsored by ARPA-E or attended by ARPA-E personnel.
 - Liaison with ARPA-E applicants, recipients, subrecipients, and contractors for events and conferences sponsored by ARPA-E or attended by ARPA-E personnel.
 - Organize ARPA-E workshops, panel review meetings, and other events at conference facilities owned, operated, and/or maintained by the contractor.
 - Identify possible sites for conferences and events and prepare evaluations and cost estimates of different options.
- 2.2.23 Filing System Support Services, including but not limited to the following tasks
 - Monitor and track physical and electronic files.
 - Ensure compliance with Federal record retention policies.
 - Provide support services to ARPA-E Record Retention Officer.
- 2.2.24 Agency Documentation Support Services, including but not limited to the following tasks:
 - Create, maintain, and update definitive documentation for ARPA-E personnel, including but not limited to presentation decks, speeches, white papers, budgetary documentation, congressional testimony, press clippings, bibliographic and abstract databases, technical documentation libraries, personnel biographies, and ARPA-E policy and procedure documents.
 - Maintain and archive submissions to ARPA-E, including but not limited to responses to funding opportunity announcements, requests for information, materials from workshops, and congressional correspondence.
 - Manage, direct, and coordinate program documentation activities to ensure these activities are compatible with technical and programmatic goals.
- 2.2.25 Travel Planning Services, including but not limited to the following tasks:

- Research possible travel arrangements for ARPA-E personnel, external reviewers, and other persons.
 - Make flight, hotel, and other travel arrangements for ARPA-E personnel, external reviewers, and other persons in accordance with Federal travel policies.
 - Review and analyze travel costs, fees, and charges.
- 2.2.26 Administrative Support Services

2.3 Resources

2.3.1 Government-Furnished Resources

The contract does not require the Government to furnish any real or personal property unless otherwise stated in Section H of the contract.

2.4 Location of Performance

The proposed location for the performance of the work under this contract is the ARPA-E office in Washington, DC or at ARPA-E's discretion, off-site at a proximate location.

2.5 Customers

The contractor shall assign a core of permanent personnel to support the ARPA-E tasks described herein.

3.0 APPLICABLE DOCUMENTS

The contractor shall comply with all ARPA-E policy and procedural manuals.

4.0 EVALUATION CATEGORIES

(Below are sample performance measures and expectations)

Each Task Assignment issued will list the applicable performance measures and expectations.

The Contractor will receive an overall adjectival rating on the performance of work under the Performance Work Statement. In evaluating the Contractor's performance, the performance measures and expectations for all work will be assessed consistent with the factors set forth below:

A. Accuracy

The COR will review the deliverables to determine whether the Contractor is performing accurately within the PWS.

B. Quality of Documents

As necessary, the COR will check with the ARPA-E Program Directors and Federal staff to determine: a) how many briefings, issue papers, reports, analyses, and/or trip reports, etc. were submitted by the Contractor during the evaluation period; and b) how many of the submissions failed to meet performance expectations.

C. Timeliness

The COR will assess whether scheduled tasks were completed by the due date.

D. Cost Control

The COR will review the invoices submitted during the evaluation period in conjunction with the schedule provided in the order to determine if the Contractor is staying within the cost estimate.

5.0 GLOSSARY

5.1 Acronyms

ARPA-E	Advanced Research Project Agency – Energy
COR	Contracting Officer Representative
DOE	U.S. Department of Energy
IT	Information Technology
NEPA	National Environmental Policy Act
PWS	Performance Work Statement
RD&D	Research, Development, and Demonstration

POSITION DESCRIPTIONS AND QUALIFICATIONS

Lead Program Manager - KEY

Education: M.S. and/or M.A. degree in a scientific, engineering, or other technical field, and/or M.B.A. or M.A. degree in business, administration or other professional field.

General Experience: At least 10 years of experience in managing complex scientific, engineering, or technical efforts.

Specialized Experience: At least 10 years of direct supervision of technical personnel involved in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of engineers, scientists, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.

Program Manager – Scientific, Engineering, and Technical Services - KEY

Education: M.S. and/or M.A. degree in a scientific, engineering, or other technical field

General Experience: At least 7 years of experience in managing complex scientific, engineering, or technical efforts.

Specialized Experience: At least 7 years of direct supervision of technical personnel involved in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of engineers, scientists, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support

activities.

Program Manager – Financial, Professional, and Administrative Services - KEY

Education: M.B.A. or and/or M.S. and/or M.A. degree in a scientific, engineering or other technical field

General Experience: At least 7 years of experience in managing complex financial, professional, and administrative efforts.

Specialized Experience: At least 7 years of direct supervision of financial, professional, and administrative personnel involved in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of financial, professional, and administrative professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems. At least 7 years of specialized management analysis experience in areas such as business process reengineering, configuration management, quality control/assurance, organizational performance assessments, mission analysis, and strategic planning.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Applies applicable management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conduct process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Serves as key coordinator among multiple project teams to ensure enterprise-wide integration of management efforts. Provides daily supervision and direction to personnel performing management analysis tasking.

Lead Program Manager - Scientific, Engineering, and Technical Services

Education: M.S. and/or M.A. degree in a scientific, engineering, or other technical field

General Experience: At least 10 years of experience in managing complex scientific, engineering, or technical efforts.

Specialized Experience: At least 10 years of direct supervision of technical personnel involved in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of

engineers, scientists, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.

Lead Program Manager - Financial, Professional, and Administrative Services

Education: M.B.A. or and/or M.S. and/or M.A. degree in a scientific, engineering or other technical field

General Experience: At least 10 years of experience in managing complex financial, professional, and administrative efforts.

Specialized Experience: At least 10 years of direct supervision of financial, professional, and administrative personnel involved in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of financial, professional, and administrative professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems. At least 10 years of specialized management analysis experience in areas such as business process reengineering, configuration management, quality control/assurance, organizational performance assessments, mission analysis, and strategic planning.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Applies applicable management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conduct process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Serves as key coordinator among multiple project teams to ensure enterprise-wide integration of management efforts. Provides daily supervision and direction to personnel performing management analysis tasking.

Lead Program Manager – Information Technology Services

Education: M.S. and/or M.A. degree in information technology field.

General Experience: At least 10 years of experience in managing implementation of information engineering projects and experience in systems analysis, design, and programming.

Specialized Experience: At least 10 years of direct supervision of Information Technology services personnel involved in information system development, functional and data requirement analysis, system analysis and design, programming, program design, and documentation preparation for complex systems. Has led information engineering projects associated with complex systems and supervised technical staff involved in such projects.

Duties: Applies an enterprise-wide set of disciplines and processes for planning, analyzing, designing, constructing, and implementing information engineering for complex systems. Develops analytical and computational techniques and methodology for problem solutions. Performs process and data modeling in support of the systems planning and analysis efforts, using manual and automated tools. Employs reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Supervises information engineers assigned to support a system development.

Project Manager – Scientific, Engineering, and Technical Services

Education: PhD degree in a scientific, engineering, or other technical field

General Experience: At least 7 years of experience in managing complex scientific, engineering, or technical efforts.

Specialized Experience: At least 7 years of direct experience in life-cycle management support of complex scientific, engineering, or technical systems. Must be capable of leading projects that involve the successful management of teams composed of engineers, scientists, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations.

Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.

Technical SETA (Senior Engineer or Senior Scientist)

Education: PhD degree in a scientific, engineering or other technical field

General Experience: At least 7 years of experience in a scientific, engineering, or other technical field such as biology, chemistry, earth sciences, physics, mathematics, or health sciences and/or civil, chemical, electrical, or mechanical engineering.

Specialized Experience: At least 8 years leading scientific, engineering or other technical efforts and supervising staff involved with the application of scientific, engineering or other technical disciplines or fields directly related to the required tasking area being supported.

Duties: Leads scientific, engineering or other technical efforts and supervises staff participating in such efforts. Provides scientific, engineering, technical, and managerial direction for problem definition, analysis, requirement development and implementation for complex systems in the scientific, engineering or technical disciplines or fields required to meet technical requirements. Makes recommendations and advises on system development, improvements, optimization, or support efforts. Performs risk assessments and analysis employing modeling and simulation techniques.

Engineer or Scientist

Education: PhD in a scientific, engineering or other technical field

General Experience: At least 6 years of experience in a scientific, engineering, or other technical field such as biology, chemistry, earth sciences, physics, mathematics, or health sciences and/or civil, chemical, electrical, or mechanical engineering.

Specialized Experience: At least 6 years leading scientific, engineering or other technical efforts and supervising staff involved with the application of scientific, engineering or other technical disciplines or fields directly related to the required tasking area being supported.

Duties: Leads scientific, engineering or other technical efforts and supervises staff participating in such efforts. Provides scientific, engineering, technical, and managerial direction for problem definition, analysis, requirement development and implementation for complex systems in the scientific, engineering or technical

disciplines or fields required to meet technical requirements. Makes recommendations and advises on system development, improvements, optimization, or support efforts. Performs risk assessments and analysis employing modeling and simulation techniques.

Subject Matter Expert I

Education: PhD in a scientific, engineering or other technical field

General Experience: This position requires at least 8 years of experience in a scientific, engineering, or other technical field such as biology, chemistry, earth sciences, physics, mathematics, or health sciences and/or civil, chemical, electrical, or mechanical engineering. Extreme knowledge in specialized scientific and engineering technical functions. Individuals are renowned experts in their disciplines / customer environment.

Duties: These persons perform analytical work in the support of systems or organizations. This can include: data management, business management/program control, cost variance analysis, business process reengineering, survivability and vulnerability analysis, networking, telecommunications, video conferencing, cost and operational effectiveness analysis, modeling, simulation and gaming, and high level and specialized computer network support. Functional technical specialists typical duties include analysis, planning, establishment of requirements, functional modeling, development of procedures.

Subject Matter Expert II

Education: PhD in a scientific, engineering or other technical field

General Experience: This position requires at least 8 years of experience in a scientific, engineering, or other technical field such as biology, chemistry, earth sciences, physics, mathematics, or health sciences and/or civil, chemical, electrical, or mechanical engineering. Extreme knowledge in specialized scientific and engineering technical functions. Individuals are renowned experts in their disciplines / customer environment.

Duties: These persons perform technical assessments and evaluations based on engineering analysis and review of systems and organizations. This can include: identify technology issues, perform as a member of a technology panel, identify desirable enhancements, data management, business management/program control, cost variance analysis, business process reengineering, survivability and vulnerability analysis, networking, telecommunications, video conferencing, cost and operational effectiveness analysis, modeling, simulation and gaming, and high level and specialized computer network support.